

Optimum Quality Grains, L.L.C.
Agreement to Grow Optimum® Soybeans and
Limited License for Patents and Trade Secrets

THIS AGREEMENT is made this _____ day of _____, 19____ between _____
(hereinafter "GROWER") and Optimum Quality Grains, L.L.C. (hereinafter "OPTIMUM").
GROWER and OPTIMUM are experienced and knowledgeable in the business practices involved in the cultivation of soybeans and
business transactions involving soybeans.

GROWER agrees to grow _____ acres of A232HS ("High Sucrose") soybeans.

The High Sucrose soybeans are referred to as the ("OPTIMUM SOYBEANS"). GROWER under this Agreement is granted a
limited license to use the OPTIMUM SOYBEANS to produce an identity preserved grain (the "OPTIMUM GRAIN").

PRICE:

The base price shall be the CBOT price when the market is open and trading for the month of delivery using the following schedule:

Delivery Month:	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Option Month:	Nov	Nov	Jan	Jan	Mar	Mar	Mar

All OPTIMUM GRAIN must be priced by March 15th 1999. Any OPTIMUM GRAIN not priced by March 15th will be priced on
the CBOT close on March 15th 1999.

The Premium shall be \$1.10 per bushel of OPTIMUM GRAIN from High Sucrose OPTIMUM SOYBEANS.

GROWER agrees to use the _____ <insert elevator paying Grower>
(hereinafter, "ELEVATOR") to establish the base price. ELEVATOR will pay GROWER base price plus premium after delivery is
completed. If GROWER elects to defer pricing beyond the date when the OPTIMUM GRAIN is delivered to the DELIVERY
ELEVATOR (as provided below), then GROWER agrees to sign a Price Later Agreement (Credit Sale Agreement) with
ELEVATOR.

DELIVERY:

GROWER shall deliver 100% of the production of the OPTIMUM GRAIN to _____ <insert
elevator taking delivery> (hereinafter "DELIVERY ELEVATOR") with transportation costs paid by the GROWER, or to such other
facility as OPTIMUM shall direct (additional transportation costs to be paid by OPTIMUM).

The delivery period shall be September 1998 through March 1999. Delivery shall be at the request of the buyer (buyer's call). The
ELEVATOR shall provide a one week preadvice of the requested delivery. In the event that OPTIMUM requires an extension in the
delivery period past March 31, 1999, the GROWER will be compensated on all priced bushels at a rate of one-tenth of a cent per
bushel per day from the last day of the last delivery month indicated above until the OPTIMUM GRAIN is called.

OPTIMUM GRAIN can be stored on farm or at the DELIVERY ELEVATOR. Any storage or price later fees are between the
GROWER and the ELEVATOR and/or DELIVERY ELEVATOR. GROWER must reserve storage space in advance to ensure that
the DELIVERY ELEVATOR can accommodate all of GROWER'S OPTIMUM GRAIN in an identity preserved manner.

QUALITY SPECIFICATIONS:

The OPTIMUM GRAIN shall meet the following physical quality specifications or be subject to ELEVATOR discounts:

Moisture	-----13.0%
Maximum Splits	-----20.0%
Maximum Total damaged	----- 0.5% greater than 0.05% subject to no premium
Maximum Heat damaged	----- 0.0% greater than 0.0% subject to no premium
Maximum Foreign material	----- 1.0%
Maximum Soybeans of other types	----- 2.0% greater than 2.0% subject to no premium